

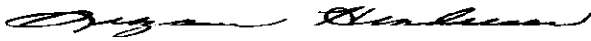
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Suzanne Henderson

Submitter: SIMPLIFILE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FIRST AMENDMENT TO OIL AND GAS LEASE (No Surface Use)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF TARRANT §

This First Amendment to Oil and Gas Lease (No Surface Use) ("Amendment") is executed by **Ridglea Country Club**, whose address is, 3700 Bernie Anderson Ave., Fort Worth, Texas 76116 ("Lessor") and by **Chesapeake Exploration, L.L.C.**, an Oklahoma Company, whose address is P.O. Box 18496 Oklahoma City, Oklahoma 73154; and, **Total E&P USA, Inc.** whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (collectively "Lessee") for the purposes and considerations hereinafter expressed.

WHEREAS, Lessee is the current owner of all right, title and interest of that certain Oil and Gas Lease (No Surface Use) (the "Lease") effective August 16, 2006 from Lessor to Four Sevens Resources Co., Ltd., as evidenced by that Memorandum of Oil, Gas and Mineral Lease recorded as D206348183, Real Property Records, Tarrant County, Texas.

WHEREAS, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and also desires to amend the Lease as follows.

WHEREAS, Lessor and Lessee now desire to amend the Lease to extend the primary term of the Lease by an additional six (60) days as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend Paragraph 2 of the Lease to read as follows:

"This lease shall remain in force and effect for a term of four (4) years and sixty (60) days from the Effective Date set out above (hereinafter called "**Primary Term**"), and as long thereafter as there is production in paying quantities from any portion of the Leased Premises contributed to Retained Tracts(s), as provided in paragraph 5 herein."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease.

This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon each party executing the same whether or not it is executed by all.

IN WITNESS WHEREOF, this instrument is executed as of the dates of the acknowledgements below, but shall be effective for all purposes as of **August 16, 2006**.

LESSOR:

RIDGLEA COUNTRY CLUB


By: 

Its: ~~Bill~~ PRESIDENT

Printed Name: BILL M'CLURE

LESSEE:

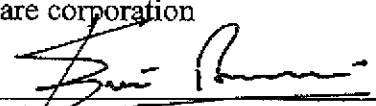
CHESAPEAKE EXPLORATION, L.L.C.


Henry J. Hood, Senior Vice President
Land and Legal & General Counsel

CSH

LESSEE:

TOTAL E&P USA, INC.,
a Delaware corporation

By: 
Eric Bonnin, Vice President -
Business Development and Strategy

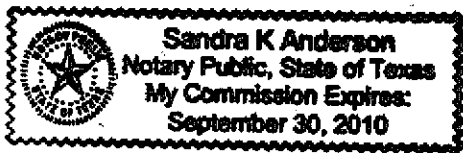
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ACKNOWLEDGMENTS ON FOLLOWING PAGES

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
 COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 28th day of June, 2010, by Bill McClure as President of Ridgley Country Club, on behalf of said organization.



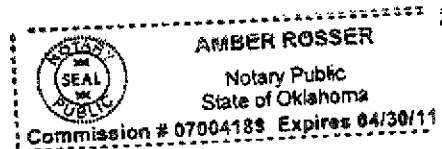
Sandra K. Anderson
 Notary Public in and for the State of Texas.

STATE OF OKLAHOMA)
) ss:
 COUNTY OF OKLAHOMA)

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 8th day of July, 2010, personally appeared Henry J. Hood, Senior Vice President, Land and Legal & General Counsel of **Chesapeake Exploration, L.L.C.**, an Oklahoma Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

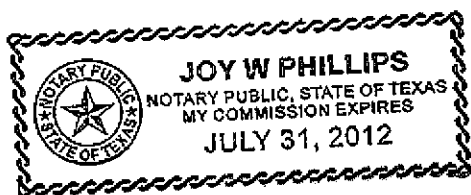
Given under my hand and seal the day and year last above written.

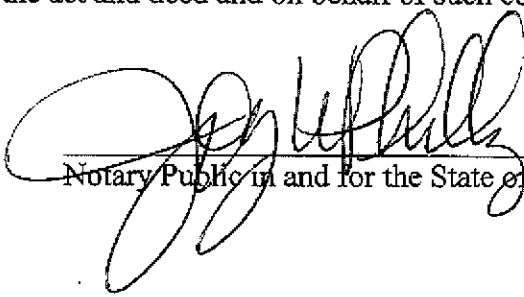
Amber Rosser
 Notary Public



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 26th day of July, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.





Notary Public in and for the State of Texas